

**BEFORE THE DIRECTOR  
DEPARTMENT OF CONSUMER AFFAIRS  
FOR THE CEMETERY AND FUNERAL BUREAU  
STATE OF CALIFORNIA**

Case No.: A1 2017 161

In the Matter of the Accusation Against:

**FUNERAL CREDITCARE,  
JONATHAN GARCIA  
1800 Studebaker Road  
Cerritos, CA 90703  
Funeral Establishment License No. FD 2189**

**And**

**LARRY DAVID BOBO  
4907 S Budlong Avenue  
Los Angeles, CA 90037  
Funeral Director Licenser No. FDR 2862**

**And**

**JONATHAN O. GRANT  
880 N. Alameda St. Apt. 204  
Los Angeles, CA 90012  
Funeral Director License No. FDR 3272**

Respondents.

**DECISION AND ORDER**

The attached Stipulated Settlement and Disciplinary Order is hereby adopted by the Director of Consumer Affairs and the Cemetery and Funeral Bureau as the Decision and Order in the above entitled matter as to respondent Jonathan O. Grant, Funeral Director License No. FDR 3272, only.

This Decision shall become effective on May 29, 2019.

It is so ORDERED April 29, 2019.



RYAN MARCROFT  
DEPUTY DIRECTOR, LEGAL AFFAIRS DIVISION  
DEPARTMENT OF CONSUMER AFFAIRS

1 XAVIER BECERRA  
2 Attorney General of California  
3 ARMANDO ZAMBRANO  
4 Supervising Deputy Attorney General  
5 NANCY A. KAISER  
6 Deputy Attorney General  
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10 Telephone: (213) 269-6320  
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12 *Attorneys for Complainant.*

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Case No. A1 2017.161

**FUNERAL CREDITCARE,**  
**JONATHAN GARCIA**  
1800 Studebaker Road  
Cerritos, CA 90703  
Funeral Establishment License No. FD 2189,

**STIPULATED SETTLEMENT AND  
DISCIPLINARY ORDER REGARDING  
JONATHAN O. GRANT ONLY**

**LARRY DAVID BOBO**  
4907 S Budlong Avenue  
Los Angeles, CA 90037  
Funeral Director License No. FDR 2862,

and

**JONATHAN O. GRANT**  
880 N. Alameda St. Apt 204  
Los Angeles, CA 90012  
Funeral Director License No. FDR 3272

Respondents.

IT IS HEREBY STIPULATED AND AGREED by and between the parties to the above-  
entitled proceedings that the following matters are true:

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1 court review of an adverse decision; and all other rights accorded by the California  
2 Administrative Procedure Act and other applicable laws.

3 8. Respondent voluntarily, knowingly, and intelligently waives and gives up each and  
4 every right set forth above.

5 CULPABILITY

6 9. Respondent admits the truth of each and every charge and allegation in Accusation  
7 No. A1 2017 161.

8 10. Respondent agrees that his Funeral Director License is subject to discipline and he  
9 agrees to be bound by the Director's probationary terms as set forth in the Disciplinary Order  
10 below.

11 CONTINGENCY

12 11. This stipulation shall be subject to approval by the Director or the Director's designee.  
13 Respondent understands and agrees that counsel for Complainant and the staff of the Bureau may  
14 communicate directly with the Director and staff of the Department of Consumer Affairs  
15 regarding this stipulation and settlement, without notice to or participation by Respondent. By  
16 signing the stipulation, Respondent understands and agrees that he may not withdraw his  
17 agreement or seek to rescind the stipulation prior to the time the Director considers and acts upon  
18 it. If the Director fails to adopt this stipulation as the Decision and Order, the Stipulated  
19 Settlement and Disciplinary Order shall be of no force or effect, except for this paragraph, it shall  
20 be inadmissible in any legal action between the parties, and the Director shall not be disqualified  
21 from further action by having considered this matter.

22 12. The parties understand and agree that Portable Document Format (PDF) and facsimile  
23 copies of this Stipulated Settlement and Disciplinary Order, including PDF and facsimile  
24 signatures thereto, shall have the same force and effect as the originals.

25 13. This Stipulated Settlement and Disciplinary Order is intended by the parties to be an  
26 integrated writing representing the complete, final, and exclusive embodiment of their agreement.  
27 It supersedes any and all prior or contemporaneous agreements, understandings, discussions,  
28 negotiations, and commitments (written or oral). This Stipulated Settlement and Disciplinary

1 Order may not be altered, amended, modified, supplemented, or otherwise changed except by a  
2 writing executed by an authorized representative of each of the parties.

3 14. In consideration of the foregoing admissions and stipulations, the parties agree that  
4 the Director may, without further notice or formal proceeding, issue and enter the following  
5 Disciplinary Order:

6 **DISCIPLINARY ORDER**

7 IT IS HEREBY ORDERED that Funeral Director License No. FDR 3272 issued to  
8 Respondent Jonathan O. Grant is revoked. However, the revocation is stayed and Respondent is  
9 placed on probation for **three (3) years** on the following terms and conditions.

10 1. **Obey All Laws.** Respondent shall comply with all conditions of probation and obey  
11 all federal, state, and local laws, and all rules and regulations governing the programs regulated  
12 by the Bureau.

13 2. **Quarterly Reports.** Respondent shall submit quarterly declarations under penalty of  
14 perjury, in a format designated by the Bureau, stating whether or not Respondent has been in  
15 compliance with all the conditions of probation. Respondent shall also submit such additional  
16 written reports and verifications of actions requested by the Bureau. Should the final probation  
17 report not be made as directed, the period of probation shall be extended until such time as the  
18 final report is made.

19 3. **Interview with Bureau Representative.** As necessary, Respondent shall appear in  
20 person for scheduled interviews with the Bureau Chief or other designated representative for the  
21 purpose of monitoring compliance with the terms of this decision.

22 4. **Out of State Residence or Operation.** Should Respondent leave California to reside  
23 or operate outside this state, respondent must notify the Bureau in writing of the dates of  
24 departure and return. Reporting in person may be waived if the Respondent moves out of the  
25 state. However, Respondent shall continue compliance with other terms of probation to retain  
26 California licensure. Periods of residency, business operation or employment outside California  
27 shall not reduce the probationary period.

28 ///

6. **Violation of Probation.** Should respondent violate probation in any respect, the Director, after giving Respondent notice and an opportunity to be heard, may revoke probation and carry out the disciplinary order which was stayed. If an Accusation or Petition to Revoke Probation is filed against Respondent during probation, the Bureau shall have continuing jurisdiction until the matter is final, and the probation shall be extended until the matter is final.

8. **Cost Recovery.** Respondent shall pay the Bureau's actual and reasonable costs of investigation and enforcement of this matter in the amount of **\$3,053.11**. Said amount shall be paid within the first year of probation. Probation shall not terminate until full payment has been made. Respondent's license shall not be renewed until the cost recovery has been paid in full or Respondent is otherwise in compliance with a payment plan approved by the Bureau.

9. **Ethics.** Within 30 days of the effective date of this Decision, Respondent shall submit for prior Bureau approval a course of ethics which will be completed within the first year of probation.

I have carefully read the Stipulated Settlement and Disciplinary Order. I understand the stipulation and the effect it will have on my Funeral Director License. I enter into this Stipulated Settlement and Disciplinary Order voluntarily, knowingly, and intelligently, and agree to be bound by the Decision and Order of the Director of the Department of Consumer Affairs.

2/8/19

**JONATHAN O. GRANT**  
*Respondent*

1 ENDORSEMENT

2 The foregoing Stipulated Settlement and Disciplinary Order is hereby respectfully  
3 submitted for consideration by the Director of the Department of Consumer Affairs.

4 Dated: 2/12/19

5 Respectfully submitted,

6 XAVIER BECERRA  
7 Attorney General of California  
8 ARMANDO ZAMBRANO  
9 Supervising Deputy Attorney General

10 *N Kaiser*

11 NANCY A. KAISER  
12 Deputy Attorney General  
13 *Attorneys for Complainant*

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**Exhibit A**

**Accusation No. A1 2017 161**

1 XAVIER BECERRA  
Attorney General of California  
2 ARMANDO ZAMBRANO  
Supervising Deputy Attorney General  
3 NANCY A. KAISER  
Deputy Attorney General  
4 State Bar No. 192083  
300 So. Spring Street, Suite 1702  
5 Los Angeles, CA 90013  
Telephone: (213) 269-6320  
6 Facsimile: (213) 897-2804  
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FOR THE CEMETERY AND FUNERAL BUREAU  
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12 In the Matter of the Accusation Against:

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13 FUNERAL CREDITCARE,  
14 JONATHAN GARCIA  
1800 Studebaker Road  
15 Cerritos, CA 90703  
Funeral Establishment License No. FD 2189,  
16

ACCUSATION

17 LARRY DAVID BOBO  
4907 S Budlong Avenue  
Los Angeles, CA 90037  
18 Funeral Director License No. FDR 2862,

19 and

20 JONATHAN O. GRANT  
880 N. Alameda St. Apt 204  
21 Los Angeles, CA 90012  
Funeral Director License No. FDR 3272  
22

Respondents.  
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1 Complainant alleges:

2 **PARTIES**

3 - 1. Lisa M. Moore (Complainant) brings this Accusation solely in her official capacity as  
4 the Bureau Chief of the Cemetery and Funeral Bureau (Bureau), Department of Consumer  
5 Affairs.

6 2. On or about December 27, 2013, the Bureau issued Funeral Establishment License  
7 No. FD 2189 to Funeral Creditcare, Jonathan Garcia (Respondent Funeral Creditcare). Jonathan  
8 Garcia (Garcia) is the sole owner of Respondent Funeral Creditcare. The funeral establishment  
9 license expired on December 31, 2016, and was not renewed until July 24, 2017. From July 7,  
10 2016, through November 7, 2016, Respondent Funeral Creditcare did not have a licensed  
11 managing funeral director. From November 7, 2016, through April 11, 2017, Larry David Bobo,  
12 Funeral Director License No. FDR 2862, was the designated managing funeral director.  
13 According to the Bureau's records, from April 14, 2017, to June 29, 2017, Jocelyn Cardinas,  
14 Funeral Director License No. FDR 4097, was the designated managing funeral director. Since  
15 July 24, 2017, Jonathan O. Grant, Funeral Director License No. FDR 3272, has been the  
16 designated managing funeral director. The Funeral Establishment License will expire on  
17 December 31, 2018, unless renewed.

18 3. On or about December 27, 2006, the Bureau issued Funeral Director License No.  
19 FDR 2862 to Larry David Bobo (Respondent Bobo). The Funeral Director License will expire on  
20 December 31, 2018, unless renewed.

21 4. On or about August 30, 2010, the Bureau issued Funeral Director License No. FDR  
22 3272 to Jonathan O. Grant (Respondent Grant). The Funeral Director License expired on August  
23 31, 2018, and has not been renewed.

24 **JURISDICTION**

25 5. This Accusation is brought before the Director of the Department of Consumer  
26 Affairs (Director) for the Bureau, under the authority of the following laws. All section  
27 references are to the Business and Professions Code (Code) unless otherwise indicated.  
28

1       6.    Section 477 of the Code states, in part:

2        "As used in this division:

3        "(a) 'Board' includes 'bureau,' 'commission,' 'committee,' 'department,' 'division,' 'examining  
4       committee,' 'program,' and 'agency.'"

5       7.    Section 7686 of the Code states:

6       The bureau may suspend or revoke licenses, after proper notice and hearing to the  
7       licensee, if the licensee has been found guilty by the bureau of any of the acts or  
8       omissions constituting grounds for disciplinary action. The proceedings under this  
9       article shall be conducted in accordance with Chapter 5 of Part 1 of Division 3 of  
10      Title 2 of the Government Code, and the bureau shall have all the powers granted  
11      therein.

12      8.    Section 7703 of the Code states:

13      "Violation of any of the provisions of this chapter [Cemetery and Funeral Act, Bus. & Prof.  
14      Code, § 7600, et seq.] or of the rules and regulations adopted pursuant to this chapter constitutes a  
15      ground for disciplinary action."

16      9.    Section 7616 of the Code states, in part:

17      (a) A licensed funeral establishment is a place of business conducted in a  
18      building or separate portion of a building having a specific street address or location  
19      and devoted exclusively to those activities as are incident, convenient, or related to  
20      the preparation and arrangements, financial and otherwise, for the funeral,  
21      transportation, burial or other disposition of human remains and including, but not  
22      limited to, either of the following:

23      (1) A suitable room for the storage of human remains.

24      (2) A preparation room equipped with a sanitary flooring and necessary  
25      drainage and ventilation and containing necessary instruments and supplies for the  
26      preparation, sanitation, or embalming of human remains for burial or transportation.

27      10.   Section 7685 of the Code states, in part:

28      (a)(1) Every funeral director shall provide to any person, upon beginning  
discussion of prices or of the funeral goods and services offered, a written or printed  
list containing, but not necessarily limited to, the price for professional services  
offered, that may include the funeral director's services, the preparation of the body,  
the use of facilities, and the use of automotive equipment. All services included in  
this price or prices shall be enumerated. The funeral director shall also provide a  
statement on that list that gives the price range for all caskets offered for sale.

1 (2) The list shall also include a statement indicating that the survivor of the  
2 deceased who is handling the funeral arrangements, or the responsible party, is  
3 entitled to receive, before the drafting of any contract, a copy of any preneed  
4 agreement that has been signed and paid for, in full or in part, by or on behalf of the  
5 deceased, and that is in the possession of the funeral establishment.

6 (3) The funeral director shall also provide a written statement or list that, at a  
7 minimum, specifically identifies a particular casket or caskets by price and by  
8 thickness of metal, or type of wood, or other construction, interior and color, in  
9 addition to other casket identification requirements under Part 453 of Title 16 of the  
10 Code of Federal Regulations and any subsequent version of this regulation, when a  
11 request for specific information on a casket or caskets is made in person by an  
12 individual. Prices of caskets and other identifying features such as thickness of  
13 metal, or type of wood, or other construction, interior and color, in addition to other  
14 casket identification requirements required to be given over the telephone by Part 453  
15 of Title 16 of the Code of Federal Regulations and any subsequent version of this  
16 regulation, shall be provided over the telephone, if requested.

17 11. Section 7685.2 of the Code states, in part:

18 (a) No funeral director shall enter into a contract for furnishing services or  
19 property in connection with the burial or other disposal of human remains until he or  
20 she has first submitted to the potential purchaser of those services or property a written  
21 or printed memorandum containing the following information, provided that  
22 information is available at the time of execution of the contract:

23 (1) The total charge for the funeral director's services and the use of his or her  
24 facilities, including the preparation of the body and other professional services, and the  
25 charge for the use of automotive and other necessary equipment.

26 (2) An itemization of charges for the following merchandise as selected: the  
27 casket, an outside receptacle, and clothing.

28 (3) An itemization of fees or charges and the total amount of cash advances made  
by the funeral director for transportation, flowers, cemetery, crematory, or hydrolysis  
facility charges, newspaper notices, clergy honorarium, transcripts, telegrams, long  
distance telephone calls, music, and any other advances as authorized by the purchaser.

(4) An itemization of any other fees or charges not included above.

(5) The total of the amount specified in paragraphs (1) to (4), inclusive.

If the charge for any of the above items is not known at the time the contract is  
entered into, the funeral director shall advise the purchaser of the charge therefor,  
within a reasonable period after the information becomes available. All prices charged  
for items covered under Sections 7685 and 7685.1 shall be the same as those given  
under such sections.

12. Section 7687 of the Code states:

"Upon receipt of a complaint, the bureau may make or cause to be made such investigation  
as it deems necessary."

1       13. Section 7692 of the Code states:

2       "Misrepresentation or fraud in the conduct of the business or the profession of a funeral  
3 director or embalmer constitutes a ground for disciplinary action."

4       14. Section 7707 of the Code states:

5       "Gross negligence, gross incompetence or unprofessional conduct in the practice of funeral  
6 directing or embalming constitutes a ground for disciplinary action."

7       15. Section 7736 of the Code states:

8       For the purposes of this article the term 'trustee' shall mean any banking  
9 institution or trust company legally authorized and empowered by the State of  
10 California to act as trustee in the handling of trust funds or not less than three persons  
11 one of whom may be an employee of the funeral establishment; the word 'trustor'  
12 shall mean any person who pays the money or deposits the securities used for those  
preneed arrangements; the term 'beneficiary' shall be the person for whom the funeral  
services are arranged; the words "corpus of the trust" shall include all moneys paid  
and securities delivered by the trustor pursuant to the provisions of the article.

13       16. Section 7737 of the Code states:

14       All securities purchased by the trustor for deposit in trust and all money received  
15 from the trustor for deposit in trust shall be placed in trust with a trustee within 30  
16 days of their receipt by the funeral establishment pursuant to a trust agreement  
17 executed by the funeral establishment, the trustor and trustee which shall provide that  
18 the trustee shall hold the money or securities in trust for the purposes for which  
19 deposited and that the trustee, upon the signature of a majority of such trustees, shall  
20 deliver the corpus of the trust to the funeral establishment upon the filing of a certified  
21 copy of the death certificate or other satisfactory evidence of the death of the  
22 beneficiary, together with satisfactory evidence that the funeral establishment has  
23 furnished the merchandise and services, provided, however, that (1) in the case of a  
24 trust agreement between any of the trustees set forth in Section 7736 and a recipient of  
25 public assistance, under the provisions of subdivision (a) of Section 11158 or  
26 paragraph (1) of subdivision (e) of Section 12152 of the Welfare and Institutions  
27 Code, and provided the value limitations of those sections are not exceeded, such trust  
28 agreement may further provide that it is irrevocable, and (2) in all other cases such  
trust agreement shall further provide that at any time before the funeral establishment  
has furnished the merchandise and services provided for in the contract the trustor or  
the legally appointed representative may in writing demand and receive the return of  
the corpus of the trust, together with any income accrued in the trust, less the  
revocation fee provided for in Section 7735; provided, however, that if and when the  
trustor becomes otherwise eligible, or in order to become eligible, for public social  
services, as provided in Division 9 (commencing with Section 10000) of the Welfare  
and Institutions Code, he or she may agree, at his or her option, that the trust shall be  
irrevocable in order to avail himself or herself of the provisions of Section 11158 or  
Section 12152 of the Welfare and Institutions Code. The delivery of the corpus of the

1 trust and the accumulated income to the funeral establishment performing the services,  
2 trustor or beneficiary pursuant to the terms of this article and the trust agreement  
3 herein referred to, shall relieve the trustee of any further liabilities with regard to those  
4 funds or income therefrom.

5 17. Section 7100.1 of the Health and Safety Code states:

6 (a) A decedent, prior to death, may direct, in writing, the disposition of his or her  
7 remains and specify funeral goods and services to be provided. Unless there is a  
8 statement to the contrary that is signed and dated by the decedent, the directions may  
9 not be altered, changed, or otherwise amended in any material way, except as may be  
10 required by law, and shall be faithfully carried out upon his or her death, provided both  
11 of the following requirements are met: (1) the directions set forth clearly and  
12 completely the final wishes of the decedent in sufficient detail so as to preclude any  
13 material ambiguity with regard to the instructions; and, (2) arrangements for payment  
14 through trusts, insurance, commitments by others, or any other effective and binding  
15 means, have been made, so as to preclude the payment of any funds by the survivor or  
16 survivors of the deceased that might otherwise retain the right to control the  
17 disposition.

18 (b) In the event arrangements for only one of either the cost of interment or the  
19 cost of the funeral goods and services are made pursuant to this section, the remaining  
20 wishes of the decedent shall be carried out only to the extent that the decedent has  
21 sufficient assets to do so, unless the person or persons that otherwise have the right to  
22 control the disposition and arrange for funeral goods and services agree to assume the  
23 cost. All other provisions of the directions shall be carried out.

24 (c) If the directions are contained in a will, they shall be immediately carried out,  
25 regardless of the validity of the will in other respects or of the fact that the will may  
26 not be offered for or admitted to probate until a later date.

27 REGULATORY PROVISIONS

28 18. California Code of Regulations, title 16, section 1204, states, in part:

(a) Any person, association, partnership, corporation or other organization  
licensed and conducting business as a funeral establishment shall designate a licensed  
funeral director to manage the establishment, and shall report the designation to the  
bureau within ten (10) days of the effective date of the designation.

(b) The designated managing funeral director of a licensed funeral establishment  
shall be responsible for exercising such direct supervision and control over the conduct  
of said funeral establishment as is necessary to ensure full compliance with the  
[Funeral and Cemetery Act], the provisions of this chapter and the applicable  
provisions of the Health and Safety Code. Failure of the designated managing funeral  
director and/or the licensed funeral establishment to exercise such supervision or  
control, or failure of the holder of the funeral establishment license to make such  
designation shall constitute a ground for disciplinary action.

1 **COST RECOVERY**

2 19. Section 125.3 of the Code provides, in pertinent part, that the Board may request the  
3 administrative law judge to direct a licentiate found to have committed a violation or violations of  
4 the licensing act to pay a sum not to exceed the reasonable costs of the investigation and  
5 enforcement of the case, with failure of the licentiate to comply subjecting the license to not being  
6 renewed or reinstated. If a case settles, recovery of investigation and enforcement costs may be  
7 included in a stipulated settlement.

8 **FACTUAL SUMMARY**

9 **Consumer Complaint re Decedent C.W.**

10 20. On or about August 23, 2016, C.W. passed away. C.W.'s mother, L.L., contacted  
11 Respondent Funeral Creditcare and spoke to Garcia. On or about August 25, 2016, Garcia met  
12 with L.L. at her home to make funeral arrangements for C.W. Garcia gave her a flyer that  
13 showed an all inclusive cremation package for \$3,500 and indicated that the merchandise she  
14 chose was included in the price. Garcia told L.L. that she could pay for the services by  
15 assigning a portion of the proceeds from C.W.'s life insurance policy to Respondent Funeral  
16 Creditcare. Garcia had her sign documents on his computer. L.L. asked Garcia for copies of  
17 the documents she signed. He told her that he would email them to her later but never did.

18 21. A few days later, Garcia contacted L.L. and told her that the price of services for  
19 C.W. was somewhere in the \$6,000 range. Garcia said that the cost increase was for coroner  
20 fees, a limousine, church hall rental, and the keepsake urns she ordered.

21 22. In or about September 2016, Garcia informed L.L. that he would take out an  
22 advance on C.W.'s insurance policy because Funeral Creditcare will receive the funds much  
23 earlier than the insurance company will send the balance of the proceeds to L.L. Garcia  
24 encouraged her to include an extra \$2,000 in the assignment to Respondent Funeral  
25 Creditcare, which Garcia said he would refund back to L.L. She agreed and signed an  
26 assignment of \$8,000 of the insurance proceeds to Respondent Funeral Creditcare, pursuant  
27 to her verbal agreement with Garcia that he would refund her the \$2,000. L.L. asked Garcia  
28

1 for a copy of the insurance assignment that she signed and again asked for a copy of a  
2 contract. Garcia promised to email copies of the documents to her but never did.

3 23. Respondent Funeral Creditcare collected the \$8,000 from the assignment and did  
4 not refund L.L. the \$2,000, as promised.

5 24. On or about September 7, 2016, a funeral service was held for C.W. L.L. paid  
6 the caterer directly and obtained the death certificates from the county health department as  
7 instructed by Garcia. After the service on September 7, 2016, Garcia terminated all contact  
8 with L.L. and would not respond to her calls.

9 25. On or about September 17, 2016, Gateway Crematory, Crematory License No.  
10 CR 297, cremated C.W.'s remains and his ashes were released the same day to Respondent  
11 Funeral Creditcare. Garcia did not contact L.L. about obtaining her son's remains.  
12 Subsequently, he sent a text message to L.L.'s relative to pick up C.W.'s ashes. When L.L.  
13 received the remains, they were in a box and not in the urn that she had ordered.

14 26. When L.L. was able to reach Garcia, she asked him about the keepsakes that she  
15 ordered, the DVD that was made by a family friend and left with Respondent Funeral Creditcare  
16 to play at the service, a contract and assignment forms, the memorial folders, and the urn she  
17 selected. Garcia asked to meet her in a parking lot to exchange the items and transfer her son's  
18 remains into the urn she originally ordered. When she refused to meet in a parking lot, they  
19 arranged to meet at her relative's home on December 19, 2016. On December 19, 2016, Garcia  
20 did not show up. He sent his associate instead, who transferred C.W.'s remains to the correct urn,  
21 but did not bring the rest of the items she ordered.

22 27. L.L. attempted to contact Garcia for several months to obtain the remaining items  
23 that she paid for, but Garcia did not respond to her calls. L.L. went to Garcia's office, but  
24 was told by the management company that he did not have an office there.

25 28. In or about January 2017, L.L. received a package from Garcia containing a DVD  
26 that was altered to include Funeral Creditcare's information, memorial folders that were different  
27 from the ones she selected, and a financial breakdown, to which she never agreed.  
28

1       29. In or about May 2017, L.L. received a refund check of \$32.38 from Respondent  
2 Funeral Creditcare and a second financial breakdown, to which she never agreed. The second  
3 financial breakdown was different from the first breakdown, although both included an  
4 unauthorized \$675 wire fee.

5       30. On or about July 12, 2017, L.L. was awarded \$8,600.00 in a Small Claim's Court  
6 case against Respondent Funeral Creditcare and Garcia. Garcia did not show up at the trial.  
7 After the trial, Garcia contacted L.L. and purportedly told her that he would never pay her.

8       31. On or about November 27, 2017, L.L. filed a complaint with the Bureau.

9       32. In December 2017, a Bureau representative asked Respondent Grant to send her  
10 C.W.'s file, a general price list, casket price list, and any package pricing that Respondent Funeral  
11 Creditcare offers. Respondent Grant only provided a copy of C.W.'s file to the Bureau.

12       33. Respondent Funeral Creditcare's statement of goods and services in C.W.'s file listed  
13 a package price of \$5,200, which was not the price represented in the flyer Garcia gave to L.L.  
14 The statement of goods and services included, inter alia, the package price of \$5,200, both  
15 refrigeration and embalming, a graveside service, even though the decedent was cremated, and a  
16 memorial package. Yet Respondent also charged \$500 for a memorial book and a \$1,000 catering  
17 charge, despite the fact that L.L. had paid the caterer directly, and a fee for copies of the death  
18 certificate, which L.L. had obtained herself. The total funeral charges on the statement were  
19 \$8,963. According to L.L., she never signed a contract with Respondent Funeral Creditcare for  
20 that price.

21       34. During the Bureau's investigation, Garcia refused to discuss with the Bureau  
22 representative whether he agreed to take out an extra \$2,000 on the insurance policy to refund  
23 back to L.L. When asked about charges on the statement of goods and services, he said that he  
24 added items to the contract as a buffer to increase the total price to \$8,000, to reflect the amount  
25 of the insurance assignment.

26       35. Despite the Bureau's requests, Garcia and Respondent Grant failed to provide a copy  
27 of Respondent Funeral Creditcare's general price list and casket price list, which prevented the  
28 Bureau from investigating additional charges on the statement of goods and services.

1 **FIRST CAUSE FOR DISCIPLINE**

2 **(Fraud or Misrepresentation)**

3 36. Respondent Funeral Creditcare is subject to disciplinary action under section 7692 of  
4 the Code, in that it committed acts which constitute misrepresentation or fraud in the business or  
5 profession of a funeral director in connection with the matter involving decedent C.W.  
6 Specifically, Garcia misrepresented the price of Funeral Creditcare's goods and services to the  
7 consumer, fraudulently charged for items not received or items paid for directly by the  
8 consumer, and fraudulently added items to the contract that he admitted were used as a buffer  
9 to increase the total price to reflect the \$8,000 insurance assignment. In addition, Garcia and  
10 Respondent Grant failed to provide the Bureau with a copy of Respondent Funeral  
11 Creditcare's general price list and casket price list as requested, preventing the Bureau from  
12 investigating additional charges on the statement of goods and services in the C.W. matter.  
13 The allegations contained in paragraphs 20 through 35, above, are incorporated by reference as if  
14 fully set forth.

15 **SECOND CAUSE FOR DISCIPLINE**

16 **(Failure to Comply with Investigation)**

17 37. Respondents Funeral Creditcare and Grant are subject to disciplinary action under  
18 sections 7703 and 7687 of the Code, in that they failed to fully comply with the Bureau's  
19 investigation of the complaint of the matter involving decedent C.W. Specifically, Respondents  
20 Funeral Creditcare and Grant failed to provide the Bureau with Funeral Creditcare's general  
21 price list and casket price list as requested, preventing the Bureau from investigating  
22 additional charges on the statement of goods and services. The allegations contained in  
23 paragraphs 20 through 36, above, are incorporated by reference as if fully set forth.

24 **THIRD CAUSE FOR DISCIPLINE**

25 **(Failure to Ensure Compliance)**

26 38. Respondents Bobo and Grant are subject to disciplinary action under Section 7703,  
27 for violating California Code of Regulation, title 16, Section 1204, subdivision (b), for failing to  
28 exercise such direct supervision and control over the conduct of Respondent Funeral Creditcare as

1 is necessary to ensure full compliance with the Cemetery and Funeral Act in connection with the  
2 matter involving decedent C.W. The allegations contained in paragraphs 20 through 37, above,  
3 are incorporated by reference as if fully set forth.

4 **Consumer Complaint re Decedent J.R.**

5 39. On or about June 29, 2016, J.R. entered into a fully-funded preneed contract for a  
6 traditional burial with Respondent Funeral Creditcare for a total price of \$3,000. Respondent  
7 Funeral Creditcare did not deposit J.R.'s funds used to purchase the preneed contract in trust with  
8 a financial institution, as required.

9 40. On or about January 18, 2017, J.R. passed away. After J.R. passed away, Respondent  
10 Funeral Creditcare changed the services for J.R. from a traditional burial to a direct cremation,  
11 totaling \$2,181.

12 41. Respondent Funeral Creditcare did not send J.R.'s cremated remains, death  
13 certificate, or refund of the difference in price to the deceased's family until after J.R.'s brother  
14 filed a complaint with the Bureau in March 2017, more than two months after the cremation.

15 42. Garcia admitted to a Bureau representative that he changed J.R.'s funeral services  
16 from a traditional burial to direct cremation and that he did not have a contract for the cremation  
17 services. On or about April 12, 2017, the Bureau initiated a complaint against Respondent Funeral  
18 Creditcare.

19 43. On or about June 15, 2017, a Bureau representative contacted Garcia to arrange a  
20 meeting to review J.R.'s file. Garcia refused to meet in person to discuss the matter. He told the  
21 Bureau representative that he would email her documents from the file to review but never did.  
22 On or about July 26, 2017, the Bureau representative met with Garcia with the assistance of an  
23 investigator from the Division of Investigation, Department of Consumer Affairs. At the  
24 meeting, Garcia refused to allow the Bureau representative to make copies of the documents and  
25 refused to answer the Bureau representative's questions regarding J.R. and his preneed  
26 agreement.

1 **FOURTH CAUSE FOR DISCIPLINE**

2 **(Furnishing Services without a Written Agreement)**

3 44. Respondents Funeral Creditcare and Bobo are subject to disciplinary action under  
4 sections 7703 and 7685.2, subdivision (a), of the Code, in that they provided cremation services  
5 for decedent J.R. without a written agreement for cremation. The allegations contained in  
6 paragraphs 39 through 43, above, are incorporated by reference as if fully set forth.

7 **FIFTH CAUSE FOR DISCIPLINE**

8 **(Failure to Deposit Funds in a Trust)**

9 45. Respondent Funeral Creditcare is subject to disciplinary action under sections 7703  
10 and 7737 of the Code, in that Garcia failed to place J.R.'s money that was used to purchase the  
11 preneed funeral contract in trust with a financial institution within 30 days of receipt. The  
12 allegations contained in paragraphs 39 through 44, above, are incorporated by reference as if fully  
13 set forth.

14 **SIXTH CAUSE FOR DISCIPLINE**

15 **(Failure to Comply with Bureau's Investigation)**

16 46. Respondent Funeral Creditcare is subject to disciplinary action under sections 7703  
17 and 7687 of the Code, in that Garcia failed to fully comply with the Bureau's investigation  
18 regarding the complaint in connection with the matter involving decedent J.R. Specifically,  
19 Garcia failed to provide documents as requested by the Bureau representative. The allegations  
20 contained in paragraphs 39 through 45, above, are incorporated by reference as if fully set forth.

21 **SEVENTH CAUSE FOR DISCIPLINE**

22 **(Gross Negligence, Gross Incompetence, or Unprofessional Conduct)**

23 47. Respondent Funeral Creditcare is subject to disciplinary action under sections 7703  
24 and 7707 of the Code and Health and Safety Code section 7100.1, in that Respondent Funeral  
25 Creditcare committed acts which constitute gross negligence, gross incompetence, or  
26 unprofessional conduct in the practice of funeral directing in connection with the matter involving  
27 decedent J.R. Specifically, Respondent Funeral Creditcare changed or amended the directions of  
28 J.R.'s fully-funded preneed contract from a traditional burial to a cremation, without the decedent

1 prior to death giving written consent to the change. In addition, Respondent Funeral Creditcare  
2 failed to place preneed funeral funds in trust, furnished cremation services without a written  
3 agreement, and failed to fully comply with the Bureau's investigation. The allegations contained  
4 in paragraphs 39 through 46, above, are incorporated by reference as if fully set forth.

5 **Consumer Complaint re Decedent J.S.**

6 48. On or about October 26, 2016, J.S. passed away. Her son, W.S. entered into a verbal  
7 agreement with Respondent Funeral Creditcare, in which W.S. agreed to transfer his cemetery  
8 plot at Rose Hills Memorial Park (Rose Hills) to Garcia and in exchange, Garcia agreed to pay  
9 W.S. \$500 and pay with his credit card the interment fee of approximately \$1,000 to Rose Hills to  
10 bury J.S. in her plot at Rose Hills.

11 49. Garcia paid W.S. \$500. On January 19, 2017, W.S. and Garcia went to Rose Hills  
12 Memorial Park, and W.S. transferred title of his burial plot at Rose Hills to Garcia. After W.S.  
13 signed the transfer of title of his plot, Garcia told him that he could not pay J.S.'s interment fee  
14 because he forgot his credit card. After January 19, 2017, Garcia stopped responding to W.S.'s  
15 calls and he did not pay Rose Hills the interment fee to bury J.S., as promised.

16 50. In or about March 2017, Respondent Funeral Creditcare sold W.S.'s burial plot to  
17 S.L. for her father, E.L.

18 51. On or about May 14, 2017, W.S. filed a complaint against Respondent Funeral  
19 Creditcare. Garcia told W.S. that he would pay J.S.'s interment fee that they initially agreed upon  
20 only if he withdrew his complaint with the Bureau.

21 52. During the Bureau's investigation, Garcia refused to meet with the Bureau  
22 representative to review J.S.'s file until an investigator from the Division of Investigation,  
23 Department of Consumer Affairs, contacted him. At the meeting, Garcia showed the Bureau  
24 representative documents from J.S.'s file, but refused to allow the representative to make copies  
25 of the documents. Garcia told the Bureau representative that there was no written contract to  
26 transfer W.S.'s burial plot to him. Garcia refused to discuss the agreement he made with W.S.  
27 regarding W.S.'s Rose Hills burial plot. He told the Bureau representative that he did not have  
28 E.L.'s file (the decedent who was buried in W.S.'s plot).

1        53. On or about July 13, 2017, six months after the transfer and only after W.S. filed a  
2 complaint with the Bureau and then wrote a letter stating his complaint was resolved, Garcia paid  
3 Rose Hills the interment fee for J.S.'s burial as agreed.

4                                    **EIGHTH CAUSE FOR DISCIPLINE**

5                                    **(Fraud or Misrepresentation)**

6        54. Respondent Funeral Creditcare is subject to disciplinary action under section 7692 of  
7 the Code, in that Garcia committed acts which constitute misrepresentation or fraud in the  
8 practice of funeral directing in connection with the matter involving decedent J.S. The allegations  
9 contained in paragraphs 48 through 53, above, are incorporated by reference as if fully set forth.

10                                   **NINTH CAUSE FOR DISCIPLINE**

11                                   **(Failure to Comply with Bureau's Investigation)**

12        55. Respondent Funeral Creditcare is subject to disciplinary action under sections 7703  
13 and 7687 of the Code, in that Garcia failed to fully comply with the Bureau's investigation of the  
14 complaint regarding decedent J.S. The allegations contained in paragraphs 48 through 54, above,  
15 are incorporated by reference as if fully set forth.

16                                   **TENTH CAUSE FOR DISCIPLINE**

17                                   **(Gross Negligence, Gross Incompetence, or Unprofessional Conduct)**

18        56. Respondent Funeral Creditcare is subject to disciplinary action under section 7707, in  
19 that he committed acts which constitute gross negligence, gross incompetence, or unprofessional  
20 conduct in the practice of funeral directing in connection with the matter involving decedent J.S.  
21 The allegations contained in paragraphs 48 through 55, above, are incorporated by reference as if  
22 fully set forth.

23                                   **ELEVENTH CAUSE FOR DISCIPLINE**

24                                   **(Failure to Ensure Compliance)**

25        57. Respondent Bobo is subject to disciplinary action under Section 7703, for violating  
26 California Code of Regulation, title 16, Section 1204, subdivision (b), for failing to exercise such  
27 direct supervision and control over the conduct of Respondent Funeral Creditcare as is necessary  
28 to ensure full compliance with the Cemetery and Funeral Act in connection with the matter

1 involving decedent J.S. The allegations contained in paragraphs 48 through 56, above, are  
2 incorporated by reference as if fully set forth.

3 **Complaint from Blue Skies Aviation Services**

4 58. On or about September 16, 2017, the family of decedent E.S. paid Respondent  
5 Funeral Creditcare shipping fees to transport the decedent's remains to the Philippines.  
6 Respondent Funeral Creditcare contracted with Blue Skies Aviation Services (Blue Skies) for a  
7 price of \$1,850 to facilitate a flight with Cathay Pacific Airlines to ship the decedent's remains to  
8 the Philippines.

9 59. On or about October 2, 2017, Respondent Funeral Creditcare's associate delivered the  
10 decedent's remains to the airline without payment. Garcia told S.C. from Blue Skies that he  
11 forgot to send the payment and that he would pay the shipping fees immediately by mail or by  
12 transferring funds directly into Blue Skies' banking account. On October 3, 2017, Cathay Pacific  
13 Airlines transported the decedent's remains to the Philippines. Garcia did not pay Blue Skies for  
14 the transportation, leaving Blue Skies to pay the airline bill. Afterward, Garcia did not respond to  
15 S.C.'s telephone calls or invoices.

16 60. On or about October 12, 2017, Blue Skies filed a complaint against Respondent  
17 Funeral Creditcare.

18 **TWELFTH CAUSE FOR DISCIPLINE**

19 **(Fraud or Misrepresentation)**

20 61. Respondent Funeral Creditcare and Grant are subject to disciplinary action under  
21 section 7692 of the Code, in that they committed acts which constitute misrepresentation or fraud  
22 in the business or profession of a funeral director in connection with the Blue Skies matter.  
23 Specifically, while Respondent Grant was the designated managing funeral director, Respondent  
24 Funeral Creditcare contracted with an airline company to ship a decedent out of the country,  
25 charged the family a cash advance fee for payment to have the airline ship the decedent's remains,  
26 failed to pay the airline for the services provided, and made false statements to Blue Skies  
27 about paying the shipping fee. The allegations contained in paragraphs 58 through 60, above,  
28 are incorporated by reference as if fully set forth.

1 **THIRTEENTH CAUSE FOR DISCIPLINE**

2 **(Failure to Comply with Bureau's Investigation)**

3 62. Respondents Funeral Creditcare and Grant are subject to disciplinary action under  
4 section 7687 of the Code, in that they failed to fully comply with the Bureau's investigation of the  
5 Blue Skies complaint. Specifically, while Respondent Grant was the designated managing funeral  
6 director, Garcia refused to answer Bureau questions about the complaint and initially refused to  
7 provide a copy of the documents in the E.S. file to the Bureau. Garcia gave the Bureau  
8 representative an ultimatum stating that either he meets with the Bureau representative to review  
9 the E.S. file or he pays the airline fees but not both. He also told the Bureau representative that if  
10 he decides to pay Blue Skies, he will deduct the amount of any fines imposed on Respondent  
11 Funeral Creditcare by the Bureau as a result of the complaint. Finally, Garcia threatened to sue  
12 the Bureau representative personally for investigating Blue Skies' complaint. The allegations  
13 contained in paragraphs 58 through 61, above, are incorporated by reference as if fully set forth.

14 **FOURTEENTH CAUSE FOR DISCIPLINE**

15 **(Gross Negligence, Gross Incompetence, or Unprofessional Conduct)**

16 63. Respondents Funeral Creditcare and Grant are subject to disciplinary action under  
17 section 7707 of the Code, in that they committed acts which constitute gross negligence, gross  
18 incompetence, or unprofessional conduct in the practice of funeral directing in connection with  
19 the Blue Skies matter. Specifically, while Respondent Grant was the designated managing  
20 funeral director, Respondent Funeral Creditcare contracted with an airline company to ship a  
21 decedent out of the country, charged the family a cash advance fee for payment to have the airline  
22 ship the decedent's remains, failed to pay the airline for the services provided, and made false  
23 statements to the aviation service about paying the shipping fee. Respondent Funeral Creditcare  
24 failed to respond to Blue Skies' invoices. After S.C. filed a complaint, Garcia told him that he  
25 would not pay Blue Skies because he filed a complaint. In addition, Respondent Funeral  
26 Creditcare failed to fully comply with the Bureau's investigation regarding the complaint and  
27 threatened the Bureau's representative. The allegations contained in paragraphs 58 through 62,  
28 above, are incorporated by reference as if fully set forth.

1 **FIFTEENTH CAUSE FOR DISCIPLINE**

2 **(Operating a funeral establishment without a valid license)**

3 64. Respondent Funeral Creditcare is subject to disciplinary action under sections 7703  
4 and 7622.2 of the Code, in that from January 1, 2017, through July 23, 2017, Respondent was  
5 engaging in or conducting the activities of a funeral establishment without a valid license. The  
6 funeral establishment license expired on December 31, 2016, and was not renewed until July 24,  
7 2017.

8 **SIXTEENTH CAUSE FOR DISCIPLINE**

9 **(Failure to Designate a Licensed Managing Funeral Director)**

10 65. Respondent Funeral Creditcare is subject to disciplinary action under 7703 of the  
11 Code, in conjunction with California Code of Regulation, title 16, section 1204, subdivision (a),  
12 in that from on or about April 18, 2017, through July 23, 2017, Respondents failed to designate a  
13 licensed managing funeral director to ensure full compliance with the Cemetery and Funeral Act.  
14 Specifically, from on or about April 18, 2017, through June 29, 2017, Respondent Funeral  
15 Creditcare listed Jocelyn Cardinas' funeral director's license as Respondent Funeral Creditcare's  
16 designated managing funeral director without her knowledge or consent. From on or about June  
17 29, 2017, through July 23, 2017, Respondent Funeral Creditcare failed to designate a licensed  
18 managing funeral director, as Respondent Grant was designated a licensed managing funeral  
19 director 25 days after Jocelyn Cardinas disassociated herself as a manager. The allegations  
20 contained in paragraphs 20 through 64, above, are incorporated by reference as if fully set forth.

21 **DISCIPLINARY CONSIDERATIONS**

22 66. To determine the degree of discipline, if any, to be imposed on Respondents,  
23 Complainant alleges the following:

24 **Respondent Funeral Creditcare – Citation**

25 67. On or about April 5, 2017, in a prior action, the Bureau issued Citation No. IC 2016  
26 418 with an administrative fine of \$500 to Respondent Funeral Creditcare for violating Business  
27 and Professions Code section 7707 (unprofessional conduct). Specifically, Respondent Funeral  
28 Creditcare failed to perform the cremation of decedent W.T. within a reasonable amount of time.

1 Consequently, the cremated remains were not received by his family until January 9, 2017,  
2 approximately 87 days after the date of death. The administrative fine of \$500 has not been paid.  
3 That Citation is now final and is incorporated by reference as if fully set forth.

4 68. On or about January 5, 2017, in a prior action, the Bureau issued Citation No. IC  
5 2016 272 with an administrative fine of \$1,001 to Respondent Funeral Creditcare for violating  
6 California Code of Regulations, title 16, section 1246 (unlicensed activity). Specifically, on or  
7 about August 22, 2016, through November 21, 2016, Respondent Funeral Creditcare installed  
8 signage advertising for services as a funeral establishment on a storefront located at 2670  
9 Florence Avenue, Huntington Park, CA 90255, without having a funeral establishment license for  
10 that location. The administrative fine of \$1,001 has not been paid. That Citation is now final and  
11 is incorporated by reference as if fully set forth.

12 Respondent Larry Bobo – Citation

13 69. On or about April 5, 2017, in a prior action, the Bureau issued Citation No. IC 2017  
14 97 to Respondent Larry Bobo for violating California Code of Regulations, title 16, section 1204  
15 (failure to ensure compliance), in connection with the W.T. matter, described above in paragraph  
16 65. That Citation is now final and is incorporated by reference as if fully set forth.

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PRAYER

WHEREFORE, Complainant requests that a hearing be held on the matters herein alleged, and that following the hearing, the Director of Consumer Affairs issue a decision:

1. Revoking Funeral Establishment License No. FD 2189, issued to Funeral Creditcare;
2. Revoking Funeral Director License No. FDR 2862, issued to Larry Bobo;
3. Revoking Funeral Director License No. FDR 3272, issued to Jonathan Grant;
4. Ordering Funeral Creditcare, Jonathan Garcia, Larry Bobo, and Jonathan Grant to pay the Cemetery and Funeral Bureau the reasonable costs of the investigation and enforcement of this case, pursuant to Business and Professions Code section 125.3, and;
5. Taking such other and further action as deemed necessary and proper.

DATED: Nov. 30, 2018

Lisa M. Moore  
LISA M. MOORE  
Bureau Chief  
Cemetery and Funeral Bureau  
Department of Consumer Affairs  
State of California  
Complainant

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